

XIII. Notice to the Board of Alleged Non-compliance

Note: For the purposes of this section, "alleged violator" shall mean the Owner, whether the alleged violation was committed by the Owner, the Occupant including the Owner's tenant, or any guest or visitor to the Owner's Unit.

- A. **Notice in Writing:** All notices or concerns regarding any alleged incident, problem or violation of rules, regulations, the Declaration or any other Governing Documents are to be made **in writing** to the Association's office. Notice via fax or email are acceptable written formats. The notice is to include:
 - i. the complainant's name and contact information,
 - ii. the date and time of the alleged incident, problem or violation,
 - iii. location of the alleged incident, problem or violation,
 - iv. positive identification of the offending person (building, unit, vehicle, animal, etc.), and
 - v. an account of the incident prompting the notice. The Association will acknowledge receipt of a notice in writing within five (5) days which will include a brief description of its response to the issue. All parties involved are to coordinate resolution via the Association's management office.
- B. **Alleged Non-compliance:** The Association will use its best judgment in dealing with each situation on a case-by-case basis.
 - i. The situation may need to be viewed or otherwise verified by a member of the Association's staff.
 - ii. A photograph of the alleged violation may need to be taken.
 - iii. The situation may be resolved by a telephone call from the Association's staff.
 - iv. Written notice of the alleged violation may be sent to the Owner, with a courtesy copy to the tenant and rental agent, if applicable.
 - v. Further action may be taken in accordance with the Governing Documents.
 - vi. Notify the Association's management office if there is a possible noncompliance.
- C. **Common Area Non-compliance:** If the situation creates an emergency or potentially dangerous situation (not requiring E911 personnel), call the Association's management office or the CAI. Otherwise, follow the procedures for written notification to the Association's office. The Association will use its best judgment in dealing with each situation on a case-by-case basis.

XIV. Types of Non-Compliance/Violations

- A. The Board shall determine in its sole discretion, on a case-by-case basis, the degree of severity of an infraction of the Governing Documents and Rules.
 - i. Minor infractions may include, but are not limited to, nuisance noise, walking pets without leash, improper disposal of trash, etc.
 - ii. Intermediate infractions may include, but are not limited to, flushing other than human waste or toilet tissue causing damage to the sewer pumps, allowing pet to urinate or defecate in the front or back yards, not cleaning up pet's waste.
 - iii. Severe infractions may include, but are not limited to, failure to make necessary home repairs that could impact other Units, modifications to unit structure without prior written approval and inspection by the Board.
 - iv. Lease infractions may include, but are not limited to, providing access to short term (less than 6 months) renters,

XV. Enforcement/Penalties

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

Minor Infraction: first violation, after written warning - \$25.00 Repeated violation - \$50.00

Intermediate Infraction: first violation, after written warning - \$100 Repeated violation - \$200

Severe Infraction: first violation, after written warning-- \$500 Repeated violation - \$1000

Lease infraction: first violation, after written warning-- \$1000 Repeated violation - \$1500

The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been accomplished.

1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include:
 - a the nature of the alleged violation,
 - b the action required to remove the violation, and
 - c notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Trustees. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
4. The decision of the Board in such matter can be appealed to the Courts of Tennessee.
5. If any unit owner fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees as determined by the court.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.

If this fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has

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been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, the following:

- a. Suing the unit owner for damages.
- b. Imposing criminal penalties through the proper authorities(violations of county or state laws).